

BEFORE THE BOARD OF HEALING ARTS  
OF THE STATE OF KANSAS

**FILED**

JUN 18 1996

IN THE MATTER OF )  
 )  
MAURICIO MASFERRER, M.D. )  
Kansas License No. 04-18009 )  
\_\_\_\_\_ )

Case # 95-00140 **KANSAS STATE BOARD OF  
HEALING ARTS**

STIPULATION AND AGREEMENT  
AND ENFORCEMENT ORDER

COMES NOW, the Kansas State Board of Healing Arts ("Board") by and through Kevin K. LaChance, Disciplinary Counsel, and Mauricio Masferrer, M.D. ("Licensee"), by and through his attorney, Marcia S. Cook, of Blackwell, Sanders, Matheny, Weary & Lombardi, L.C., Overland Park, Kansas, and stipulate and agree as follows:

1. The Board is the sole and exclusive administrative agency in the State of Kansas authorized to regulate the practice of the healing arts, specifically the practice of medicine and surgery. K.S.A. 65-2801 et seq; K.S.A. 65-2869. Licensee admits that this Stipulation and Agreement and Enforcement Order ("Stipulation") and the filing of such document are in accordance with the requirements of law; that the Board has jurisdiction to consider the Stipulation and is lawfully constituted to consider this matter to include consideration of this Stipulation. Licensee further notes that the Kansas Healing Arts Act is constitutional on its face and as applied in this case. Licensee further acknowledges that the Board, acting in this matter, is not acting beyond the jurisdiction referred to it by any provision of law.

2. Licensee is or has been entitled to engage in the practice of medicine and surgery in the State of Kansas, having been issued license number 04-18009 on February 1, 1979. At all times relevant to the allegations set forth below, Licensee has held a current license to engage in the practice of medicine and surgery from the state of Kansas, having

last renewed his license on July 26, 1991, in accordance with his military licensee status.

3. The Board has received information, has investigated such information, and has reasonable cause to believe that Licensee has committed certain acts in violation of the Healing Arts Act. K.S.A. 65-2801 et seq; K.S.A. 65-2836. Specifically, Licensee admits violating the four counts alleged in the Petition to Revoke, Suspend, or Otherwise Limit Licensure filed December 1, 1995. The Board, at a conference hearing conducted February 17, 1996, found Licensee committed said violations as alleged.

4. Such acts or conduct as set forth above constitute grounds for disciplinary action by the Board pursuant to the cited provisions of the Healing Arts Act. Under the provisions of K.S.A. 65-2838(a), the Board has jurisdiction to impose appropriate discipline if a licensee to the Board has engaged in any commissions or omissions to bring licensee within the purview of K.S.A. 65-2836. Under the provisions of K.S.A. 65-2838(b), the Board has authority to enter into this Stipulation without the necessity of proceeding to a formal hearing, even though a hearing on the merits has already been held.

The terms and conditions of the Stipulation are entered into between the undersigned parties and are submitted for the purpose of allowing these terms and conditions to become an Order of the Board. This Stipulation shall not be binding on the Board until an authorized signature is affixed at the end of this document. Upon signature by Licensee to this document, it shall be deemed a unilateral contract and agreement and shall bind Licensee to the terms and conditions set forth in the Stipulation whether or not the Board's signature is affixed to the document. Licensee specifically acknowledges that counsel for the Board is not authorized to sign for nor bind the Board.

5. In consideration of the conditions, terms, covenants, and promises contained herein, the parties agree as follows:

a) Licensee, by signature attached to this Stipulation and Agreement, hereby voluntarily agrees to the following disciplinary measures placed on his license to engage in the practice of medicine and surgery in the State of Kansas:

i) Licensee agrees that he will immediately take all necessary steps to remove his license from "military" status to "active" status. Licensee acknowledges that he has an affirmative duty, which he has heretofore failed to fulfill, to make said status change in that he has been discharged from active military service for over six months. Licensee further acknowledges that he must comply with all statutory and regulatory requirements of the Healing Arts Act with administrative regulations in applying for and obtaining active license status.

ii) Licensee agrees to the following restrictions and requirements placed on his license to practice medicine and surgery for a period of at least three (3) years. **(Confidential)**

**(Confidential)**

a. Licensee's clinical work shall be closely supervised by a monitor subject to the approval of and at no cost to the Board or its agents. **(Confidential)**

**(Confidential)**

**(Confidential)**

If, after a period of one year after Board acceptance of this Stipulation, the monthly reports are acceptable to

the Board in its sole discretion, Licensee may petition the Board to change the reporting period to a quarterly basis, on a schedule to be set by the Board if and when such event occurs.

b. (Confidential)

(Confidential)

c. Licensee agrees that he will not conduct psychotherapy.

d. Licensee agrees that he will not see any female patients.

e. Licensee agrees that he will focus his practice on evaluation and psychopharmacology.

f. Licensee agrees that he shall be required to undertake five (5) AMA Category I continuing medical education hours per year on professional boundary issues in addition to the regular continuing medical education requirements for active licensure. Licensee shall provide the Board a report of his compliance with this requirement (including proof of attendance regarding the class, date, place, number of hours of attendance, and copies of instructional material) not later than January 31st each year for the previous year.

b) Licensee's failure to comply with the provisions of the Stipulation will result in the Board taking disciplinary action as the Board

deems appropriate in compliance with the Kansas Administrative Procedure Act and/or the terms of this Stipulation.

c) Nothing in this agreement shall be construed to deny the Board jurisdiction to investigate alleged violations of the Healing Arts Act, or to investigate complaints received under the Risk Management Law, K.S.A. 65-4921 et seq, that are unknown and are not covered under the conditions of this Stipulation, or to initiate formal proceedings based upon known or unknown allegations of violations of the Healing Arts Act, including the information which provides the basis for this Stipulation.

d) This Stipulation constitutes the entire agreement between the parties and may only be modified and/or amended by a subsequent document executed in the same manner by the parties.

e) Licensee acknowledges that he has read this Stipulation and fully understands its contents. Licensee acknowledges that this Stipulation has been entered in freely and voluntarily given.

f) Licensee releases the Board, its employees and agents, from all claims to mean those damages, actions, liabilities and causes of actions, both administrative and civil, including the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions; K.S.A. 77-601 et seq. This release shall discharge the Board of any and all claims or demands of every kind and nature that Licensee has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and Licensee shall not commence to prosecute, cause or permit to be prosecuted, any action or proceeding of any description against the Board, its employees or agents, arising out of acts leading to the execution of this Stipulation and Agreement or the contents of this Stipulation and Agreement.

g) Licensee acknowledges that this document shall be deemed a public disciplinary record upon Licensee's signing this document and Board

acceptance of the terms of this document. Licensee further acknowledges that this action shall be reported to the National Practitioner Data Bank, the Federation of State Medical Boards, and other reporting agencies.

6. All correspondence or communication between Licensee and the Board shall be by certified mail addressed to: Kansas State Board of Healing Arts, ATTENTION: Disciplinary Counsel, 235 S. Topeka Boulevard, Topeka, Kansas 66603-3068.

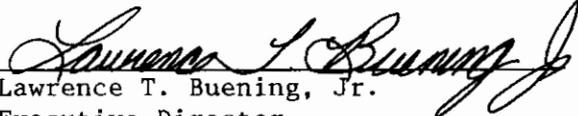
7. Licensee shall obey all federal, state, and local laws and rules governing the practice of medicine and surgery in the State of Kansas that may be in place at the time of execution of the Stipulation and Agreement or may become effective subsequent to the execution of this document.

8. Licensee has an affirmative duty to notify the Board of changes in his personal professional status which would inhibit compliance with the above conditions in this Stipulation.

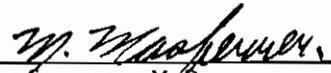
9. Upon execution of this Stipulation by the affixing of a Board authorized signature below, the provisions of this Stipulation shall become an Order of the Board and shall be deemed a proper and lawful Enforcement Order under K.S.A. 65-2838. This Stipulation shall constitute the Board's Order when filed with the Office of the Executive Director for the Board and no further Order is required.

IN WITNESS WHEREOF, the parties have executed this agreement on the 18<sup>th</sup> day of June, 1996.

KANSAS STATE BOARD OF HEALING ARTS

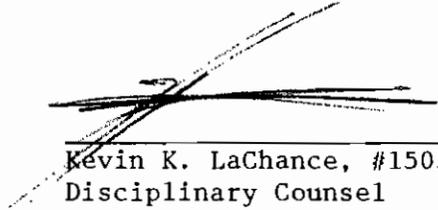
  
Lawrence T. Buening, Jr.  
Executive Director

Date June 18, 1996

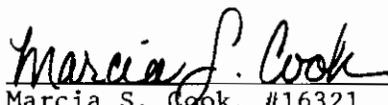
  
Mauricio Masferrer, M.D.  
Licensee

Date 6 June 1996

Prepared and Approved As To Form By:



Kevin K. LaChance, #15058  
Disciplinary Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Boulevard  
Topeka, Kansas 66603-3068  
(913) 296-2075



Marcia S. Cook, #16321  
Attorney for Licensee  
Blackwell, Sanders, Matheny, Weary & Lombardi, L.C.  
40 Corporate Woods, Suite 1200  
9401 Indian Creek Parkway  
Overland Park, KS 66210  
(913) 344-6355

CERTIFICATE OF SERVICE

I, Betty J. Johnson, Administrative Assistant, Kansas State Board of Healing Arts, do hereby certify that on the 18<sup>th</sup> day of June, 1996, a true and correct copy of the STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER filed on June 18, 1996 was deposited in the United States mail, postage prepaid, first class to the following:

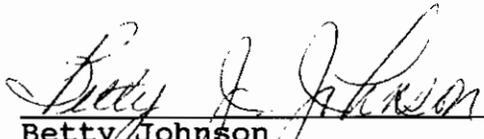
Maricio Masferrer, M.D.  
1215 Dahlia Street  
Denver, Colorado 80220

Marcia S. Cook, Esq.  
Blackwell, Sanders, Matheny, Weary & Lombardi, LC  
40 Corporate Woods, Suite 1200  
9401 Indian Creek Parkway  
Overland Park, Kansas 66210

a copy was hand-delivered to:

Kevin K. LaChance  
Disciplinary Counsel  
Kansas State Board of Healing Arts  
235 S. Topeka Blvd.  
Topeka, Kansas 66603

and the original was filed in the office of the Executive Director.

  
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Betty Johnson  
Administrative Assistant  
(913) 296-3680

LTB33/Masferrer.c-h